

AMENDMENT TO
PHASE I ENHANCED 911 SERVICE AGREEMENT
BETWEEN _____ COUNTY AND
QWEST WIRELESS, L.L.C.

The Phase I Enhanced 911 ("E911") Service Agreement entered into by and between _____ County and Qwest Wireless L.L.C. on (Date) is hereby amended as follows:

WHEREAS, the State of Washington has passed House Bill 2595, which amends RCW 38.52 and RCW 82.14B, providing a funding mechanism for Phase I E911 Service effective January 1, 2003;

NOW THEREFORE, the Parties hereto agree as follows:

9.0 TERM.

Paragraph 9.0 in the Phase I Enhanced 911 Service Agreement is amended as follows:

This Agreement shall commence upon execution by both parties. The Agreement shall continue from year to year as a one-year Agreement, but shall in no event continue for more than five (5) consecutive years. The Agreement shall automatically renew for the next one-year term unless terminated in writing by either party within ninety (90) days of the Agreement term end date. This Agreement may also terminate earlier if a Service Agreement is signed between the County and Provider for the implementation of Phase II Wireless E911 Service or if terminated pursuant to the provisions of Section 10, "Default". If this Agreement is terminated for any reason, except insufficient funds to cover the components of Phase I E911 Service designated as County responsibility by the FCC, Provider shall continue to provide Phase I E911 Service.

11.0 TERMINATION.

Paragraph 11.0 in the Phase I Enhanced 911 Service Agreement is amended as follows:

The County intends to continue the service provided under this Agreement for the entire term and to satisfy its obligations hereunder. The County shall continue to include in its budget request for each fiscal period appropriations or limitations sufficient to cover the County's obligations under this Agreement and will use all reasonable and lawful means to secure the appropriation of funds sufficient to make the payments becoming due in that fiscal period. The County reasonably believes that monies in amounts sufficient to discharge its obligations can and will lawfully be appropriated and made available for this purpose.

If expected or actual funding is withdrawn, reduced or limited in any way prior to the termination date set forth in this Agreement, the County may, upon written notice to Provider, terminate this Agreement in whole or in part. Such termination shall be in addition to the County's rights to terminate for default.

Payment shall not exceed the appropriation for the year in which termination is effected if the Agreement is terminated for non-appropriation. The County will be liable only for payment in accordance with the terms of this Agreement for Services rendered prior to the effective date of termination.

Funding for this Agreement beyond the current appropriation year is conditional upon appropriation by the (Council/Commission) of sufficient funds to support the activities described in this Agreement. Should an appropriation of sufficient funds to cover the components of Phase I E911 Service designated as County responsibility by the FCC not be approved, this Agreement will terminate at the close of the current appropriation year. The appropriation year ends on December 31 of each year.

Regardless of the availability of provider cost recovery funds, Provider shall continue to provide Phase I E911 Service to County as mandated by the FCC.

17.0 COST RECOVERY.

Paragraph 17.0 in the Phase I Enhanced 911 Service Agreement is amended as follows:

- 17.4 The State of Washington has passed House Bill 2595, which amends RCW 38.52 and RCW 82.14B, providing a funding mechanism for Phase I E911 Service effective January 1, 2003. The Parties agree to abide by this cost recovery legislation, and, where applicable, provide Phase I E911 Service at no charge prior to the effective date of this legislation. County agrees to provide cost recovery for Provider's costs of providing Phase I E911 Service pursuant to House Bill 2595 commencing January 1, 2003. For Counties requiring assistance from the state 911 excise tax on radio access lines established by RCW 82.14B.030(4), cost recovery for Provider's costs shall commence upon release of funds by the state E911 office to the Counties. If the funds generated by the 911 excise taxes established by RCW 82.14B.030(2) and (4) are not sufficient to cover Provider and County costs, Provider cost recovery may be reduced or terminated. County shall distribute available funds based upon each provider's market share within the County. Provider shall continue providing Phase I E911 Service pursuant to the FCC order. County must notify Provider at least six (6) months in advance of cost recovery changes.
- 17.5 Phase I service rates and payment schedule are specified in Exhibit C herein. Provider must notify County at least six (6) months in advance of service rate changes.

18.0 ENTIRE AGREEMENT.

Paragraph 18.0 in the Phase I Enhanced 911 Service Agreement is amended as follows:

This Agreement as hereby amended represents the entire agreement between the Parties, is a final, complete exclusive statement of the terms thereof, and supersedes and terminates any prior agreement, understanding, or representation between the Parties with respect thereto, whether written or oral. In the event of a conflict between this Agreement and the Amendment, this Amendment shall control.

20.0 EXHIBITS.

Paragraph 20.0 in the Phase I Enhanced 911 Service Agreement is amended as follows:

EXHIBIT C: Phase I Service Rates and Payment Schedule

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to the Phase I Enhanced 911 ("E911") Service Agreement to be executed as of the last date signed below.

_____ COUNTY

QWEST WIRELESS

Signature

Signature

Name (Typed or Printed)

Name (Typed or Printed)

Title

Title

Date

Date

Approved as to Form Only:

_____ County Deputy Prosecuting Attorney

Signature

Name (Typed or Printed)

Date